

Panaji, 21st January, 2010 (Magha 1, 1931)

SERIES II No. 43

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 42 dated 20-1-2010 from pages 1111 to 1112 regarding Notification from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/2000/AH/07-08/4331

Read : 1. Order No. 2/2/2000/AH/06-07/268 dated 25-01-2007.

2. Order No. 2/2/2000/AH/07-08/5072 dated 17-01-2008.

Government is pleased to extend the deputation period of Dr. A. R. Misquita, Veterinary Officer, as Subject Matter Specialist (Animal Science), Krishi Vigyan Kendra, South Margao for further period of one year w.e.f. 01-02-2010.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 12th January, 2010.

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Order

No. ARCS/CZ/Ponda Mahila/Industrial/2004

Read: 1. This office Order No. ARCS/CZ/Ponda Mahila/Industrial/2004 dated

16-06-2004 appointing Shri M. A. Dessai as liquidator of Ponda Mahila Utpadak Sahakari Saunstha Ltd., Ponda-Goa.

2. Letter No. 67/5/2004/TS/RCS/Vol.II/7290 dated 17-11-2009 from the Asstt. Registrar of Co-op. Societies (Audit), Panaji.

3. Letter No. GSCB/I & A/2009-10/154/6811 dated 21-07-2009 from the Managing Director, (In charge), The Goa State Co-op. Bank Ltd., Panaji-Goa.

In partial modification of this office order referred to above at Sr. No. 1, Shri Vasudev S. Madkaikar, Recovery Office, The Goa State Co-op. Bank Ltd., Curti Branch, Ponda-Goa is hereby appointed as a liquidator of Ponda Mahila Sahakari Saunstha Ltd., Ponda-Goa in place of Shri M. A. Dessai, Branch Manager, The Goa State Co-op. Bank Ltd., Upper Bazar Branch, Ponda w.e.f. the date of taking over the charge of the said society.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies Central Zone.

Panaji, 24th November, 2009.

Order

No. 14/31/99/ARCS/CZ/2000-2001

Read: 1. Order No. 21-3-96-TS-Credit/CZ/RCS-II/1138 dated 23-07-2008 from the Registrar of Co-op. Societies, Panaji.

2. Letter No. 67/5/2004/TS/RCS/Vol.II/7295 dated 17-11-2009 from the Asstt. Registrar of Co-op. Societies (Audit), Panaji.

3. Letter No. GSCB/I&A/2009-10/153/6812 dated 21-07-2009 from the Managing Director, (In charge), The Goa State Co-op. Bank Ltd., Panaji-Goa.

In partial modification of this office Order No. 21-3-96-TS-Credit/CZ/RCS-II/1138 dated 23-07-2008 referred to above at Sr. No. 1, Shri Kamlakant B. Gaude, Recovery Official, The Goa State Co-op. Bank Ltd., Ponda-Goa is hereby appointed as a liquidator of Mc Dowell & Kesarval Employees Co-op. Credit Society Ltd., Bethora, Ponda-Goa in place of Shri Devendra K. Jalmi, Inspection Official, The Goa State Co-op. Bank Ltd., Ponda Branch, w.e.f. the date of taking over the charge of the said society.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies Central Zone.

Panaji, 24th November, 2009.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Goa Raj Co-op. Housing Society Ltd., Parra, Bardez-Goa has been registered under code symbol No. HSG-(b)-307/NZ/Goa.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th November, 2009.

Certificate of Registration

Goa Raj Co-op. Housing Society Ltd., Parra, Bardez-Goa has been registered on 16-11-2009 and it bears registration code symbol No. HSG-(b)-307/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8 (1) (7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (V. B. Devidas), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 16th November, 2009.

Notification

No. ARCS/CZ/HSG/695/ADM/07

In exercise of the powers vested in me under Section 8(1) of The Goa Co-operative Societies Act, 2001, The Pidu's Residency Co-op. Housing Society Ltd., Bella Vista, Corlim-Ilhas-Goa has been registered under code symbol No. ARCS/CZ/HSG/664/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 18th November, 2009.

Certificate of Registration

The Pidu's Residency Co-op. Housing Society Ltd., Bella Vista, Corlim-Ilhas-Goa is registered on 18-11-2009 and it bears registration No. ARCS/CZ/HSG/664/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 18th November, 2009.

Notification

No. ARCS/CZ/HSG/755/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, The Models Harmony Maintenance Co-op. Housing Society Ltd., Caranzalem-Ilhas-Goa has been registered under code symbol No. ARCS/CZ/HSG/665/7(d)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 20th November, 2009.

Certificate of Registration

The Models Harmony Maintenance Co-op. Housing Society Ltd., Caranzalem-Ilhas-Goa is registered on 20-11-2009 and it bears registration No. ARCS/CZ/HSG/665/7(d)/Goa and it is classified as "Housing Society", under sub-classification No. 7(d), as "Co-operative Housing Maintenance Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 20th November, 2009.

Notification

No. ARCS/CZ/HSG/747/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, The Sayyadri Niwas Co-op. Housing Society Ltd., Durgabhat-Ponda-Goa has been registered under code symbol No. ARCS/CZ/HSG/666/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th November, 2009.

Certificate of Registration

The Sayyadri Niwas Co-op. Housing Society Ltd., Durgabhat-Ponda-Goa is registered on 27-11-2009 and it bears registration No. ARCS/CZ/HSG/666/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th November, 2009.

Notification

No. ARCS/CZ/HSG/757/ADM/09

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, The Navratna Co-op. Housing Society Ltd., Vasudha Colony, Alto, Santa Cruz, Tiswadi-Goa has been registered under code symbol No. ARCS/CZ/HSG/667/7(b)/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 8th December, 2009.

Certificate of Registration

The Navratna Co-op. Housing Society Ltd., Vasudha Colony, Alto, Santa Cruz, Tiswadi-Goa is registered on 08-12-2009 and it bears registration No. ARCS/CZ/HSG/667/7(b)/Goa and it is classified as "Housing Society", under sub-classification No. 7(b), as "Co-partnership Housing Society," in terms of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 8th December, 2009.

Notification

No. 5-1243-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001. "Shree Sai Vihar Co-op. Housing Society Ltd.," Pale Velsao, Mormugao-Goa is registered under code symbol No. HSG-(b)-739/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 7th December, 2009.

Certificate of Registration

"Shree Sai Vihar Co-op. Housing Society Ltd.," Pale Velsao, Mormugao-Goa is registered on 07-12-2009 under registration code symbol No. HSG-(b)-739/South Goa/2009 and it is classified as "Housing Society", under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 7th December, 2009.

Notification

No. 5-1244-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001. "The Merrylane Enclave Co-op. Housing Society Ltd.," Sansmollem, Baina, Vasco-da-Gama-Goa is registered under code symbol No. HSG-(b)--740/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 7th December, 2009.

Certificate of Registration

"The Merrylane Enclave Co-op. Housing Society Ltd.," Sansmollem, Baina, Vasco-da-Gama-Goa is registered on 07-12-2009 under registration code symbol No. HSG-(b)-740/South Goa/2009 and it is classified as "Housing Society", under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 7th December, 2009.

Addendum

No. 1-5-81/EST/RCS/Vol.II/0025

Read:- Order No. 1-5-81/EST/RCS/Vol.II dated 4-09-2009.

The words "By Order and in the name of the Governor of Goa" is added above the signature of Registrar of Co-op. Societies, Panaji in the order referred above.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 6th January, 2010.

Department of Education, Art & Culture

Directorate of Technical Education

Polytechnic Section

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Order

No. 25/4/69/08/DTE/64

Read : Order No. 25/4/69/2008/DTE/689 dated 06-06-2008.

On the recommendations of the Goa Public Service Commission conveyed vide their No. COM/1/5/34(9)/2007/1003 dated 02-07-2009, approval of the Government is hereby conveyed for protection of pay of Shri Sunil Maruti Jaralika, appointed Lecturer in Electrical Engineering, Government Polytechnic, Bicholim with effect from his date of joining i.e. 01-09-2008.

The pay of Shri Sunil Maruti Jaralika will be fixed as per F. R. 22(1) (a) (1).

This issue with the concurrence of the Finance (Rev & Control) Department vide their U. O. No. 4802-F dated 16-09-2009.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Addl Secretary

Porvorim, 7th January, 2010.

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Order

No. 17/3/73/2009/DTE/111

Read: Memorandum No. 17/2/18/2008/DTE/ /Part.I/2624 dated 17-12-2009.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/1/5/34(17)/2008/337 dated 20th November, 2009, Government approval is hereby conveyed for the appointment of Shri Ramnath Ulhas Sarmalkar on temporary basis to the post of Lecturer in Applied Mechanics (Mechanical) (Group 'A' Gazetted) in the Government Polytechnic, Panaji on an initial basic pay of Rs. 8,000/- per month plus other allowances as entitled in the pay scale of Rs. 8,000-275-13,500 with effect from the date of joining the post, as per the terms and conditions contained in the memorandum cited above.

Shri Ramnath Ulhas Sarmalkar will be on probation for a period of two years.

He has been declared fit by Medical Authorities vide Certificate No. 4/106/84-H/GMC/15 dated 10-12-2009.

The appointment is subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education and ex officio Additional Secretary.

Porvorim, 15th January, 2010.

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Order

No. 17/3/74/2009/DTE/105

Read: Memorandum No. 17/2/18/2008/DTE/ /Part.I/2623 dated 17-12-2009.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/1/5/34(17)/2008/337 dated 20th November, 2009, Government approval is hereby conveyed for the appointment of Shri Vishal Mahadev Kurtikar on temporary basis to the post of Lecturer in Applied Mechanics (Mechanical) (Group 'A' Gazetted) in the Government Polytechnic, Panaji on an initial basic pay of Rs. 8,000/- per month plus other allowances as entitled in the pay scale of Rs. 8,000-275-13,500 with effect from the date of joining the post, as per the terms and conditions contained in the memorandum cited above.

Shri Vishal Mahadev Kurtikar will be on probation for a period of two years.

He has been declared fit by Medical Authorities vide Certificate No. 4/106/84-H/158 dated 07-01-2010.

The appointment is subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education and ex officio Additional Secretary.

Porvorim, 14th January, 2010.

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Department of Home

Home—General Division

Office of the Director General of Police

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Order

No. CA-I/224/Dy.S.P./310/2010

Read : Order No. CA-I/224/Dy.S.P./5445/2009 dated 30-06-2009.

The ad hoc promotion of the following Officers in Junior Scale of Goa Police Service is hereby extended for a further period of six months from 01-01-2010 to 30-06-2010 or till the appointment is made on regular basis, whichever is earlier:

1. Shri Chandrakant S. — Crime Branch,
Salgaonkar Dona Paula.
2. Shri Ananta B. Virnodkar — E.O.C., Panaji.
3. Shri Dinraj R. Govekar — PHQ, Panaji.
4. Shri Bossuet Silva — SDPO, Bicholim.
5. Smt. Rina Torcato — CID/FB, Panaji.
6. Shri Mahesh K. Gaonkar — SDPO, Vasco.

This issues with the approval of the Police Establishment Board.

B. S. Bassi, IPS Director General of Police (Goa).

Panaji, 12th January, 2010.

Department of Labour

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 29-09-2009 in reference No. IT/10/06 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th December, 2009.

IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar,
Hon'ble Presiding Officer)

Case No. Ref. IT/10/06

Shri Umakant Sawant,
Muddi, Mollar, Piedade
(Diwar),
Ilhas-Goa.

..... Workman/Party I

V/s

M/s. Static Electrical
Engineers and Contractors,
Gautam Building,

Opp. Centurian Bank,
Near Samrat Theatre,
Panaji-Goa.

..... Employer/Party II

Party I/Workman is represented by Adv., V. Narvekar.

Party II/Employer is represented by Adv., M. Amonkar.

Panaji, Dated : 29-9-2009.

AWARD

1. In exercise of the powers conferred by Section 10 (1)(c) of the Industrial Disputes Act, 1947, (Central Act 14 of 1947), the Government of Goa by order dated 24-02-2006 bearing No.28/38/2005-LAB/122 referred the following dispute for adjudication to this Labour Court II of Goa, Panaji-Goa.

"(1) Whether the action of the management of M/s. Static Electrical Engineers & Contractors, Panaji-Goa, in terminating the services of their Workman, Shri Umakant Mogu Sawant, Electrical Helper, with effect from 13-04-2004, is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/10/2006 and registered A/D notice was issued to the parties. In pursuance of the said notice, the parties put in their appearance. The Party I (for short 'workman'), filed his statement of claim. The facts of the case in brief as pleaded by the Workman are that he is a permanent resident of Muddi, Malar, Piedade (Diwar), Ilhas-Goa since his birth. He stated that the Party II (for short "Employer") is a proprietary firm, engaged in the business of Electrical Works in the State of Goa as Electrical Contractor. He stated that in the year 1995, the Workman was employed by the Employer hereinabove and was given the work of wiring, fitting, chipping etc. He stated that the timing for performing his duties was starting at 9.00 a.m. to 6.00 p.m. in Panaji City and from 9.00 a.m. to 5.30 p.m., if the duties allotted to him was outside Panjim. He stated that he was also asked some times to work overtime for which he was paid an additional amount of Rs. 25/- per hour. He stated that he was initially paid a consolidated monthly salary of Rs. 700/-. He stated that he was allowed to enjoy national holidays & Sundays. He stated that he was paid his salaries on the 7th day of the every succeeding month for every completed month. He stated that he was also signing the salary register maintained

by the Employer. He stated that he had continuously worked for 8 years with the Employer without any memorandum or warnings from the Employer as he was very sincere and dedicated worker. He stated that at the time of termination of his services his salary was Rs. 2,800/- per month and hence the Employer wanted to remove him from the services in order to employ some other person on less salary. He stated that the Employer therefore started harassing him by keeping him on work for late hours after the duty, not allowing to avail the holidays, not making the salary payments regularly and also started speaking in terms that he would remove him from service. He stated that because of his inability of getting employed anywhere else and as he had to look after his aged parents and brothers who were studying, he tolerated the whole harassment of his employer and continued to work with him. He stated that on 13-04-2004, he was allotted the work in Panjim, where he was asked to work till 7.00 p. m. and was further asked to work beyond that time. He stated that when he told the Employer that his father is sick and he had to go urgently and attend to him, which was not agreed upon by the Employer. He stated that the Employer suddenly told him that his services are terminated from that day and he may not come from the next day. He stated that his services are terminated by the Employer without giving him any notice nor he was paid the salary of the previous month and the completed days of running month. He stated that no enquiry of whatsoever nature was held before terminating his services and as such the termination of his services is unlawful, arbitrary and amounts to violation of principles of natural justice. He stated that the said employment was the only source of income for him and after the termination of his services, he is unemployed, without any income. He stated that he has to maintain his old parents and younger brothers with great financial difficulties. He submitted that he is entitled to be reinstated in the services with full back wages and continuity in services. He stated that the cause of action arose on 13-04-2004, when he was illegally terminated and it is still continuing. He therefore prayed that he may be reinstated back in services with full back wages and continuity in services.

3. The Employer filed his written statement which is on record at Exb. 6 thereby controverted the claim of the Workman. The Employer stated that the purported dispute is not maintainable as there is no Employer/Employee relationship between the parties hereto. The Employer stated

that the Workman was never employed with him. The Employer stated that the purported dispute is abnormally belated and is barred by laches. The Employer stated that the reference is made without any application of mind. The Employer stated that it is not an Industry. The Employer stated that the Workman has alternate, adequate and efficacious remedies available to his recourse and has chosen a wrong jurisdiction and therefore this Hon'ble Court has no jurisdiction to entertain the purported dispute. The Employer stated that the failure reports recorded by the assistant Labour Commissioner is not in consonance with Section 12 of the Industrial Disputes Act in as much as no efforts were made to bring settlement of the dispute affecting the merits and rights of the settlement thereof. The Employer stated that the Conciliation Officer failed to make efforts to come to a fair and amicable settlement of the dispute and recorded the failure despite the fact that there is no Employer/Employee relationship. The Employer stated that the Workman is gainfully employed and the present dispute is raised only to extract some financial gain from him. He therefore prayed that the award be passed by holding that the Workman is not entitled for any relief.

4. Thereafter the Workman filed his Affidavit in rejoinder at Exhibit 7 by reiterating his claim & denied the case of the Employer which is contrary to his case.

5. Thereafter on the basis of the pleadings filed by the respective parties, this Court framed the following issues at Exhibit 8:

1. Whether the Party I was an Employee of the Party II?

2. Whether the services of the Party I are terminated by the Party II?

3. Whether the termination of the Party I from service by the Party II is legal and justified?

4. Whether the Party I is gainfully employed?

5. Whether the Party I is entitled to relief as prayed for?

6. What Award?

6. My answer to aforesaid issues are as under:

Issue No. 1 affirmative.

Issue No. 2 affirmative.

Issue No. 3 affirmative.

Issue No. 4 affirmative.

Issue No. 5 As per order.

Issue No. 6 As per order.

Reasons:

7. *Issue No.1:* The Workman in his claim statement to be an employee of the Employer working with him from the year 1995 till the date of his termination w. e. f. 13-04-2004. The Workman also claimed that he was working with the Employer for continuously eight years. Since the Employer denied the aforesaid facts pleaded by the Workman in statement of claim, the Court framed the issue No. 1 as to whether the Party I was an Employee of the Party II thereby putting the burden on the Workman to prove the same.

I have heard the arguments of Ld. Adv., V. Narvekar appearing for the Workman. The Ld. Adv., Shri V. Narvekar representing the Workman submitted that in order to prove the existing the issue No. 1, the Workman has produced on record his salary certificates issued by the Employer (Exhibit W/1). He submitted that the Employer, Shri Raju Marathe in his cross examination admitted that he had issued the said salary certificate to the Workman and it bears the seal of the Employer as well as his signature. He submitted that the said salary certificate (Exhibit W/1) produced by the Workman on record clearly proves that the Workman was an Employee of the Employer. He submitted that the Workman was not issued any letter of appointment. He submitted that the Workman has examined himself and a witness by name Shri Gregorio Vaz, resident of Santa Cruz, Tiswadi-Goa, a co-employee of the Workman to prove his case. He submitted that the oral evidence adduced by the Workman as well as his witness, Shri Gregorio Vaz, resident of Santa Cruz, Tiswadi-Goa clearly proves that the Workman was an employee of the Employer by pointing the relevant portion of the oral evidence. He submitted that though the Employer denied that the Workman was not his employee and examined himself as well as the witness by name Shri Prasad Naik, resident of Chimbhel-Goa, the said Prasad Naik, in his cross examination clearly admitted that the Workman was employed with the Employer as his regular Employee by resiling from his earlier statement that he was one of the sub-contractor of the Employer and that he had employed the Workman as his Employee.

On the contrary the Ld. Adv., Shri M. Amonkar representing the Employer chooses to file the synopsis of written arguments. The Ld. Adv., Shri M. Amonkar in his written submissions filed in the present proceedings stated that the Workman did not produce any appointment letter except a salary certificate

issued by the Employer to prove that he was an Employee of the Employer. The Ld. Adv., Shri M. Amonkar, however justified that the said salary certificate issued to the Workman by the Employer at the instance of one of his contractor to help the Workman to avail the loan from the Mapusa Urban Co-op, Bank, Diwar Branch. He submitted that the said certificate was obtained from him to avail the loan and not for producing the same before this Court. He submitted that if the Workman was really working with the Employer and if the Employer could issue the said certificate then he could have definitely issued the letter of appointment also. He finally submitted that the Workman has miserably failed to prove that he was in regular employment of the Employer.

I have carefully perused the records of the present case which is available with me. I have also carefully considered the various oral as well as written legal submissions made by the Ld. Advocates appearing for the respective parties.

To prove that the Workman was an Employee of the Employer, the Workman has led oral evidence by examining himself and a witness by name Shri Gregorio Vaz, resident of Santa Cruz, Tiswadi-Goa, who is alleged to be his co-worker. In his Affidavit-in-Evidence, the Workman clearly and categorically deposed that in the year 1995, he was employed by the Employer and was given the work of wiring, fitting, chipping etc. He also deposed that initially he was paid a consolidated salary of Rs. 700/- p.m. and at the time of termination of his services his salary was Rs. 2,800/- p.m. He further deposed that he was paid his salary on the 7th day of the every succeeding month for every completed month and he was also signing the salary register maintained by the Employer. In support of his oral contention the Workman has produced on record his salary certificates issued by the Employer (Exb. W/1). He was cross examined by the Ld. Adv., M. Amonkar for the Employer in length however, the workman remained firm on his stand. In his cross examination, he deposed that he was not issued any appointment letter or salary slip by the Employer. He deposed that the Employer increased his salary by Rs. 50/- p.m. in the year 1998 onwards. He deposed that on 13-04-2004 the Employer had instructed him to work in building, located near Mahalaxmi temple in Panaji area, however he did not know exactly the name the said building. He deposed that one Krishna Vaigankar was his supervisor working with him on 13-04-2004. He deposed that on the relevant day, his employer had

instructed him to work till 7.00 p.m., though he had worked till 5.30 p. m. since his father was sick and on 14-04-2004 he was not allowed to work.

The Workman also examined Shri Gregorio Vaz, resident of Santa Cruz, Tiswadi-Goa as his witness. He deposed that he knows the Workman as well as the Employer and that he was serving with the Employer from the year 1989 till 2007 as an electrician. He deposed that the Workman was working under him as an Employee of the Employer and he was sincere permanent Employee of the Employer. In his cross Examination, he deposed that he does not have any document to substantiate his statement that he was serving with the Employer from the year 1989 to 2007 as Electrician. He deposed that he do not know as to which year the Workman joined the services of the Employer. The entire oral evidence adduced by the said Shri Gregorio Vaz, corroborates the case of the Workman.

The Employer, Shri Raju Marathe also examined himself. In his Affidavit-in-Evidence, he deposed that the Workman was initially working as an Electrician with one of his sub-contractor by name Shri Prasad Naik and subsequently with some other sub-contractor and thereafter he himself became his sub-contractor. He deposed that the Workman was never employed by him as his permanent or temporary Employee and there was no Employer/Employee relationship between them. In his cross examination, he deposed that he is the proprietor of the Party II and that the Party II is established in 1990 under the G. D. D. Shops & Establishment Act. He admitted that he had issued the said salary certificate at, Exhibit W/1 and it bears the seal of the Employer as well as his signature.

The Employer examined, Shri Prasad Naik, resident of Chimbél, Goa as his witness. In his Affidavit-in-Evidence, the said Prasad Naik deposed that he was one of the sub-contractor of the Employer since the year 1993 doing the work of wiring. He deposed that he had employed the workman since the year 1995 as his wireman for the sub-contract taken by him from the Employer, and that he had worked for him for about seven years. However, in his cross examination, he resiled from his aforesaid statement and admitted that the Workman was employed with the employer as his regular employee.

The Workman has produced on record his salary certificate (Exhibit W/1) issued by the Employer. The Employer has clearly admitted of having issued

the said salary certificate to the Workman. However, the contention of the Ld. Adv., Shri M. Amonkar appearing for the Employer that the said salary certificate was issued to the Workman at the instance of one of his contractor to help the Workman to avail the loan from Mapusa Urban Co-op. Bank Ltd., Diwar Branch and not for producing the same before this Court and hence, the same cannot be relied upon. The said contention of the Ld. Adv., Shri M. Amonkar appearing for the Employer is without any merits since he has admitted the genuineness of the said salary certificate (Exb. W/1) issued to the Workman.

Thus, the oral as well as documentary evidence on record clearly established the fact that the Workman was a regular Employee of the Employer working since the year 1995 continuously till the date of his termination w. e. f. 13-04-2004. The evidence on record also indicates that the Workman was given the work of wiring, fitting chipping etc. are of manual skilled workman and hence he is a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947.

8. *Issue No. 2:* Since the Employer in the written statement filed in the present proceedings contended that there was no Employer/Employee relationship between him and the Workman and denied that the services of the Workman has been terminated by him. The Court framed the existing issue No. 2 by putting the burden on the Workman to prove that "Whether the services of the Party I are terminated by the Party II."

The Ld. Adv., Shri V. Narvekar submitted that the oral as well as documentary evidence on record clearly established the fact that the Workman was working for the Employer since the year 1995 till the date of his termination w.e.f. 13-04-2004 by pointing out the relevant oral evidence adduced by the parties on record.

The Ld. Adv., Shri M. Amonkar appearing for the Employer submitted that it is the case of the Employer that the Workman is not his Employee and that there is/was no Employer/Employee relationship between himself and the Workman and having proved his case, the Workman failed to prove the existing issue No. 2.

I have carefully perused the records of the present case which is available with me. I have also carefully considered the various oral as well as written legal submissions made by the Ld. Advocates appearing for the respective parties.

While answering the issue No.1, I have already discussed and held that the Workman was employed by the Employer. The Workman in his oral evidence led in the present case clearly deposed that his services were terminated by his Employer w. e. f. 13-04-2004. Though the Employer denied the aforesaid oral evidence led by the Workman by alleging that the Workman was never employed by him either temporary or permanent but he was employee of one of his sub-contractor namely, Shri Prasad Naik, resident of Chimbhel-Goa. The Employer even examined the said Shri Prasad Naik, resident of Chimbhel-Goa as his defence witness. However, the employer's said witness, Shri Prasad Naik, resident of Chimbhel-Goa, in his cross examination clearly admitted that the Workman was the regular Employee of the Employer. Therefore, having failed to prove his case in rebuttal, it is clear that the services of the Workman have been terminated by the Employer. Hence, I hold that it is proved that the Party II have orally terminated the services of the Workman.

9. *Issue No. 3:* It is the Workman who has raised the present Industrial Dispute by alleging that the termination of his services w.e.f. 13-04-2004 by the Employer is illegal. The Employer denied the case of the Workman, hence the burden lies upon him to prove that the termination of his services is illegal and unjustified.

The Ld. Adv., Shri V. Narvekar appearing for the Workman submitted that the services of the Workman has been terminated w.e.f. 13-04-2004 by the Employer without holding any enquiry or without giving him any notice and thus violated the principles of natural justice. He submitted that the Workman was not paid the salary of the previous month and completed days of running month. He therefore submitted that the termination of services of the Workman are contrary to the law in force and hence it is illegal and unjustified.

It is the specific case of the Employer as stated in the written submissions filed by them in the present proceedings that there is/was no Employer/Employee relationship between them and as such question of illegal termination of services of the Workman does not arise at all.

I have carefully perused the records of the present case which is available with me. I have also carefully considered the various oral as well as written legal submissions made by the Ld. Advocates appearing for the respective parties.

While answering the issue Nos. 1 & 2, I have already discussed and held that the Workman was an Employee of the Employer and that his services have been orally terminated by the Employer w. e. f. 13-04-2004.

The Employer controverted the claim of the Workman by raising the defense that it is not an industry. Therefore, it is necessary to see the definition of "Industry" as defined u/s 2(j) of the Industrial Disputes Act, 1947. The term, "Industry" has been defined u/s 2(j)) as follows:

"Industry Means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, industrial occupation or avocation of workman."

In the present case, the oral evidence on record indicates that the Employer is engaged in the business as electrical contractor, undertaking contracts of electrical wiring installation of buildings and houses either through sub-contractor and also by directly engaging the workers within the State of Goa and has been registered under the GDD Shops & Establishment Acts. The evidence on record established that the Employer is also having the clerical staff and 5-7 sub-contractors. Thus, the Employer is running his business by also appointing clerical staff. Since the Employer is an undertaking engaged in the business of fulfilling of contracts of electrical wiring installation of buildings and houses and hence the Employer is an "Industry" within the meaning of Sec. 2(J) of the Industrial Disputes Act, 1947.

The Ld. Adv., Shri M. Amonkar relied upon a decision of Hon'ble High Court of Bombay in the case of Umashankar Jaswal v/s Royal Auto Centre & anr. reported in 1998 1 CLR 740 wherein it has been held that a small undertaking business activity carried on by the Employer respondent cannot be termed as systematic activity organized by Co-operation between the Employer and the Employee for distribution of goods and it does not fall within the definition of industry. In the aforesaid case, there was only employee with the respondent and the employer was doing the business of distribution of goods. However, in the present case, the evidence on record clearly indicates that the Employer is operating his business of fulfilling of electrical contracts systematically by engaging contractors and also by appointing workers and clerical staff and therefore, it cannot be called as a petty business and hence the law laid down by the Hon'ble High

Court of Bombay in the aforesaid case is not applicable to the present case.

Therefore, it is necessary to examine the legality of the termination of services of the Workman. While discussing the issue Nos. 1 & 2 I have already held that the Workman is a "Workman" within the meaning of Sec. 2(s) of the I. D. Act, 1947 and the services of the Workman have been orally terminated by the Employer. I have also held that the Party II undertaking is an "Industry" and hence the dispute raised by the Workman is an Industrial Dispute. Once it is proved that the person concerned on whose behalf a dispute raised is a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 and the dispute raised by the Workman pertaining to his termination of employment by the Employer and hence it is an Industrial Dispute within the meaning of Sec. 2(k) of the I. D. Act, 1947. Thus, the Employer shall bound to follow the relevant mandatory provisions of the Industrial Disputes Act, 1947 while terminating the services of the Workman. The evidence on record clearly indicates that the services of the Workman have been orally terminated by the Employer on account of his disobedience of the instructions given to him (i. e. he was instructed to work beyond his regular timing duties on 13-04-2005. i.e. after 6.00 p.m. which he refused). It is therefore, clear that the termination of services of the Workman amounts to dismissal for his alleged misconduct, without issuing him any show cause notice, charge sheet or by holding any disciplinary enquiry. It is well established principles of law that whenever the Employer terminate the services of his Employee on account of alleged misconduct, it is imperative on the part of the Employer to hold an enquiry into the alleged misconduct against the delinquent Employee before termination of his services. Thus, the aforesaid acts/omissions on the part of the Employer amounts to gross violation of well established principles of natural justice. Thus, the termination of services of the Workman w.e.f. 13-04-2005 is contrary to the principles of natural justice, and hence it is illegal, unjustified and bad in law.

Admittedly, Shri Raju Marathe, the Proprietor of the Party II, in his cross examination deposed that he has established the Party II in 1990 under the G. D. D. Shops & Establishments Act & he is filing regularly returns under the said Act. Therefore, it is crystal clear that the Employer is registered under G. D. D. Shops & Establishment Act, 1973 and the rules made thereunder.

Therefore, the legality of the termination of the Workman by the Employer has to be examined in accordance with the relevant provisions of the G. D. D. Shops & Establishments Act, 1973 and the rules made thereunder. Sub-sections (1) & (4) of Section 39 of G. D. D. Shops & Establishments Act, 1973 deals with conditions for terminating the service of an Employee which laid down as under:

1. No Employer shall without a reasonable cause and except for misconduct, terminate the service of an employee who has been in his employment continuously for a period of not less than six months without giving such employee, at least one month's notice in writing or wages in lieu thereof and a gratuity amounting to fifteen days average wages for each year of continuous employment.
4. The services of an employee shall not be terminated for misconduct except, for such acts or omissions and in such manner, as may be prescribed.

The Rule 22 & Rule 23 of G.D.D. Shops & Establishments Rules, 1975 further laid down the Acts and Omissions constituting the misconduct and procedure for terminating the services of an employee respectively. Therefore, the Employer while terminating his services of his employee shall follow the procedure laid down in Section 39 of G D. D. Shops & Establishments Act and the Rules made thereunder.

Rule 23 of G. D. D. Shops & Establishments Rules, 1975 reads as under:

1. No employer shall terminate the services of an Employee under Section 39 unless an enquiry is held against the employee concerned in respect of any alleged misconduct in the manner set forth in sub-rule (2).
2. An Employee against whom an enquiry has to be held shall be given a charge sheet clearly setting forth the nature and details of misconduct alleged against him and requiring explanation. He shall be given an opportunity to answer the charge and permitted to be defended by another Workman of the establishment. He shall also be permitted to produce witnesses in his defense and cross examine any witness on whose evidence the charge rest. A concise summary of the evidence led on either side

and the Employee's plea shall be recorded in a register to be maintained for this purpose.

3. In awarding punishment, under this rule, the employer shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist. A copy of the order passed by the Employer shall be supplied to the Workman concerned.

In the present case, it is proved that the workman was working for the Employer since the year 1995 till the date of his termination w. e. f. 13-04-2004. The evidence on record clearly indicates that the services of the Workman has been orally terminated by the Employer w. e. f. 13-04-2004 on account of his alleged misconduct of disobedience without issuing him any show cause notice, charge sheet or conducting an enquiry into the alleged misconduct. Thus, the termination of services of the Workman amounts to dismissal, which is contrary to Sec. 39 of the G. D. D. Shops & Establishments Act, 1973 and the Rules 22 & 23 of the G. D. D. Shops & Establishments Rules, 1975 made thereunder and hence it is held that the termination of the services of the Workman w.e.f. 13-04-2004 is illegal, unjustified and bad in law.

10. *Issue No. 4:* The Ld. Adv., Shri V. Narvekar appearing for the Workman submitted that the Workman in his oral evidence on record clearly deposed that since the termination of his services, he is unemployed and have to maintain old parents and younger brothers with great financial difficulties and that the income from service was his only source of income. He submitted that though the aforesaid statement has been denied by the Ld. Adv., Shri M. Amonkar during the cross examination of the Workman and the suggestion was put to the Workman that since the year 2006, he was working as Electrical Contractor doing the work of Electrician which was denied by the Workman. The Employer, Shri Raju Marathe also deposed that the Workman undertakes private contracts of electric wiring of small houses and shops and is gainfully employed, the Employer has failed to produce on record any cogent evidence.

The Ld. Adv., Shri M. Amonkar appearing for the Employer in his written submissions filed in the present proceedings stated that the Workman in his cross examination, admitted that he is working independently and with some other

person and hence it is proved that the Workman is gainfully employed after his termination of services.

I have carefully perused the records of the present case which is available with me. I have also carefully considered the various oral as well as written legal submissions made by the Ld. Advocates appearing for the respective parties.

The Workman in his oral evidence on record stated that his employment with the Employer was the only source of income and after the termination of his services he is unemployed without any income and have to maintain the old parents and younger brothers with great financial difficulties. In his cross examination he deposed that at present he is working independently with some other person as and when he gets the work. The aforesaid deposition implies that the Workman is working casually at present. It is true that in order to keep livelihood one has to work, it does not mean that the concern person is gainfully employed. Though the suggestion was denied by the Workman in his cross examination that after his termination of services he was employed on barge, the Employer has miserably failed to produce on record any cogent evidence to show that the Workman was employed somewhere else. I, therefore hold that the Party I is not gainfully employed.

11. *Issue No. 5:* The Ld. Adv., Shri V. Narvekar appearing for the Workman submitted that the evidence on record clearly indicates that the Workman is unemployed from the date of his termination and hence the Workman is entitled for reinstatement in services with full back wages and continuity in services with immediate effect.

The Employer filed the written submission in the present proceedings by stating that the Party II is a small electrical contractor and the Workman is not in employment with him from the date of alleged illegal termination i.e. 13-04-2004 and hence the Workman is not entitled for any back wages and relied upon a decision of the Apex Court in the case of UP State Brassware Corporation Ltd. & anr. v/s Udai Narain Pandey reported in year 2006 SC 586 (1) wherein it has been held that although directions to pay full back wages on a declaration that the order of termination was invalid used to be the usual result but now, with the passage of time, a pragmatic view of the matter is being taken by the Court realizing that an industry may not be compelled to pay to the Workman for the period during which he apparently contributed little or nothing at

all to it and/or for a period that was spent unproductively as a result whereof the Employer would be comparatively go back to a situation which prevailed many years ago, namely, when the Workman was retrenched. The Hon'ble Supreme Court further held that no precise formula can be laid down as to under what circumstances payment of entire back wages should be allowed. Indisputably it depends upon the facts and circumstances of each case. It would, however not be correct to contend that it is automatic. It should not be granted mechanically only because on technical grounds or otherwise an order of termination is found to be in contravention of the provisions of Sec. 6-N of the UP Industrial Disputes Act.

I have carefully perused the records of the present case which is available with me. I have also carefully considered the various oral as well as written legal submissions made by the Ld. Advocates appearing for the respective parties.

While discussing the aforesaid issues, I have already held that the Workman was an Employee of the Employer and that his services has been terminated by the Employer illegally and unjustified manner and hence the termination is bad in law. The oral evidence adduced by both the parties on record indicates that the Workman is unemployed since the date of his termination w.e.f. 13-04-2004 and hence the Workman is entitled for reinstatement in services with full back wages and continuity in services with immediate effect. The decision relied upon by the Ld. Adv., Shri M. Amonkar for the Employer does not help him since in the said case, the Hon'ble Supreme Court has clearly held that the payment of entire back wages should not be automatic, but shall be depends upon the facts and circumstances of each case. In my opinion, the justice should be meted out only in the circumstances by granting the Workman full back wages and continuity in services.

In view of the above discussions and with regards to the facts and circumstances of the case, I passed the following order:

ORDER

The references is therefore adjudicated as follows:

1. It is hereby declared that the action of the management of M/s. Static Electrical Engineers & Contractors, Panaji-Goa, in terminating the services of their Workman, Shri Umakant Mogu

Sawant, Electrical, Helper, with effect from 13-04-2004, is illegal, unjustified and bad in law.

2. The Employer is hereby directed to reinstate the Workman, Shri Umakant Mogu Sawant, Electrical, Helper in service alongwith full back wages and continuity in services and all other consequential benefits thereto.

3. No order as to costs.

4. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
-Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 26-10-2009 in reference No. IT/34/90 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th December, 2009.

IN THE INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. No. IT/34/90

Miss Lata D. Naik & 13 ors.,
Rep. by the All Goa
General Employees' Union,
P. O. Box No. 90,
Vasco-da-Gama,
Goa-403 802.

..... Workmen/Party I
V/s

M/s. Mukta Plastic Industries,
Curchorem-Goa. Employer/Party II
Workmen/Party I — Adv., Shri T. Pereira.
Employer/Party II — none present.

AWARD

(Passed on this 26th day of October, 2009)

1. By order dated 19-07-1990, the Government of Goa, in exercise of powers conferred by clause

(d) of sub-section (1) of Section 10 of the Industrial Disputes Act, has referred the following dispute to this Tribunal for adjudication.

(1) Whether the action of the management of M/s. Mukta Plastic Industries, Curchorem, in terminating the services of the following workmen with effect from 1-05-1990 is legal and justified ?

- (1) Miss Lata D. Naik, Buffing.
- (2) Miss Usha Kankonkar, Buffing.
- (3) Miss Kunda K. Naik, Buffing.
- (4) Miss Deepa T. Phadte, Buffing.
- (5) Miss Rekha D. Naik, Buffing.
- (6) Miss Sharmila S. Naik Buffing.
- (7) Miss Shanti Dessai, Buffing.
- (8) Miss Antonette Monteiro, Fitting.
- (9) Miss Jayshree Naik, Fitting.
- (10) Miss Canit Diniz, Fitting.
- (11) Miss Georgine Diniz, Fitting.
- (12) Miss Kunda K. Vaste, Packing.
- (13) Miss Sumati Khandolkar, Buffing-Cleaner.
- (14) Shri Damodar G. Naik, Fitting-Checking.

(2) If not, to what relief the above workmen are entitled?"

2. On receipt of the reference, IT/34/90 was registered and notices were issued to both parties. The Union representing the Party I/Workmen has filed the claim statement at Exb. 2. The Party II/Employer has filed its written statement at Exb. 3. The rejoinder of the Party I/Workmen is at Exb. 4.

3. The Party I has claimed that the Party II is a partnership firm run by three partners namely: Shri Naresh Damodar Sarsolkar, Shri Ratnakar Damodar Sarsolkar and Shri Jaiwant Damodar Sarsolkar. The said partnership firm was registered on 27-04-1982 under No. 64/82. The main business of the firm was manufacturing and selling of spectacle frames and metal combination frames. The Party I has stated that initially the entire factory was located in a shed attached to the residence of the partners at House No. 281 situated at Bebkegal, Curchorem. Due to expansion of business, the partners took a factory shed bearing No. D3/4 at Kakoda Industrial Estate, on hire purchase from Goa, Daman and Diu Industrial Development Corporation, Panaji, Goa, a Government undertaking. The Party I has stated that the three partners used both these premises for manufacturing the spectacle frames. The Party I has stated that about 14 workers who were employed in the original premises at Bebkegal, Curchorem, were required to report to the newly acquired factory shed. The terms and conditions

of all the workers in both premises remained the same. The Party I has stated that after acquiring the factory shed, the work of cutting of plastic sheets, preparation of rough eye frames and ear pieces, rough polishing and buffing of rough eye frames and ear pieces and sorting of rough frames was undertaken in the newly acquired factory shed. Whereas fitting of hinges and joining of ear pieces to the eye frames, frame bending, trade market embossing, final polishing and buffing, packing of the ready spectacle frames was continued to be undertaken at the old premises at Bebkegal, Curchorem. The Party I has claimed that work undertaken in both these premises was integrated and continuous production process and the same was owned, managed, controlled, and run by the same three partners. The Party I has further stated that as and when required the workers employed in the old premises at Bebkegal were transferred to the newly acquired factory shed at Kakoda Industrial Estate and vice versa. The Party I has further stated that the loans and finance required by the partners for the said business were obtained in the name of the firm M/s. Mukta Plastic Industries. All official transactions, documents, agreements, tax returns, employment registers, wage-registers, and all other records were maintained in the name of the firm M/s. Mukta Plastics Industries. The Party I has stated that all of a sudden the partners changed the sign board at factory premises at Kakoda Industrial Estate from M/s. Mukta Plastics Industries to M/s. Damodar Plastics. The Party I has further stated that even after change in the signboard, the workers from old premises were transferred to the newly acquired factory shed at Kakoda Industrial Estate and vice versa. The Party I has stated that these two factory premises constitute two sections/departments of one single establishment.

4. The Party I has stated that the workers employed in these two premises were mainly skilled, semi-skilled and unskilled workers. All the workers were paid wages less than the prescribed minimum wages. The Party I has further stated that the Party II used to deduct a sum of Rs. 20/- per month from wages paid to each of the workers working in both premises and said amount which was deducted was deposited by the Party II in a single account opened with Syndicate Bank, Curchorem Branch. The Party I has stated that the deduction was illegal and unlawful. The Party I/Workmen had many other grievances against the Party II and as such they joined the Union. The Union took up their grievances with

the management and discussions were held at the office of the Deputy Labour Commissioner, Margao. The Party I/Workmen have stated that instead of addressing to their grievances, the Party II started harassing and intimidating the workers in several ways.

5. The Party I has stated that on 31-03-1990, the Party II served individual letters on the Workmen at Sr. Nos. 1, 3, 8, 9, 10, 11, 12 and 13 of the reference, namely:

- (a) Miss Lata D. Naik.
- (b) Miss Kunda K. Naik.
- (c) Miss Antonette Monteiro.
- (d) Miss Jayshree B. Naik.
- (e) Miss Canit Diniz.
- (f) Miss Georgina Diniz.
- (g) Miss Kunda K. Vasta.
- (h) Miss Sumati Khandolkar.

Stating that the unit would be closed down with effect from 1-05-1990 and one month's notice was being given that their services would not be required w.e.f. 1-05-1990 and that all their legal dues would be paid by 30-04-1990. The Party I has stated that no such notice of closure was served upon the remaining six workmen at Sr. Nos. 2, 4 to 7, 12 and 14 of the reference or on the Workmen working at the factory shed at Kakoda Industrial Estate. The Party I has stated that the Party II had no intention of closing down any part of the business and that the closure is sham, non-existent and pretence. The Party I has stated that the Party II is continuing its business activities at Kakoda Industrial Estate, Kakoda. The Party I has further stated that the termination of the Workmen is illegal and unjustified. The Party I has therefore sought reinstatement of all the 14 Workmen with all consequential benefits.

6. The Party II has stated that it has closed down the factory permanently w.e.f. 1-05-1990 and that the justification of closure is not open to judicial scrutiny. The Party II has therefore claimed that the reference is not maintainable. The Party II has stated that the goods manufactured were sold in Goa and Bombay market. The Party II has stated that its buyers in Bombay had returned the goods stating that the goods were of poor quality. The Party II has stated that it had persuaded the workers to improve the quality but the workers did not improve the performance and the buyers continued to reject the goods. The Party II has stated it was passing through a very critical phase. It decided to close down the unit permanently to avoid further losses and hence issued notices to

the Workmen at Sr. Nos. 1, 3, 8, 9, 10, 11, 12 and 13 of the reference informing them that the unit would be closed w.e.f. 1-05-1990 and their legal dues would be paid on 30-04-1990. The Party II has stated that the said workmen refused to accept the notices and as such the notices were sent by Regd. A.D. post. The said Workmen also refused to accept the Regd. Notices.

7. The Party II has stated that adjacent to its unit at Bebkegal, Curchorem, in the same premise there was another unit of M/s. Raghoba Buffing & Polishing. The said unit was a proprietorship concern and the Workmen at Sr. Nos. 2, 4, 7 and 14 were employees of M/s. Raghoba Buffing & Polishing. The Party II has stated that the said unit was also closed down from 1-05-1990 and notices of closure were issued to the said Workmen but they refused to accept the same.

8. The Party II has denied that it had acquired the factory shed at Kakoda Industrial Estate, Kakoda due to expansion of business. The Party II has stated that one of the Partners, Shri Ratnakar Sarsolkar is independently running business in the said factory shed at Kakoda Industrial Estate, Kakoda under the name 'M/s. Damodar Plastics'. The Party II has denied that it had directed the workers employed in the shed at Bebkegal, Curchorem to report at Kakoda Industrial Estate, Kakoda or that any of these workers were transferred to the factory shed at Kakoda Industrial Estate. The Party II has also denied that it had carried out any part of the manufacturing process in the newly acquired shed at Kakoda. The Party II has stated that the unit at Kakoda Industrial Estate is an independent unit and is a proprietorship concern of Ratnakar Sarsolkar and it has no relationship with the Party II unit. The Party II has denied the continuity in business. The Party II has stated that its unit at Bebkegal is closed down permanently and that the Party I/Workmen are not entitled for any relief.

9. Based on the aforesaid pleadings, the following issues were framed:

1. Does Party I prove that the alleged closure is non-existent and is a mere sham and pretence?
2. If not, whether the reference made by the Government, is maintainable in law?
3. If yes, does Party I prove that the order of termination of 14 workers named in the schedule is not legal and justified?
4. If yes, whether Party I/14 Workmen are entitled to any relief?
5. What Award or order?

10. At the outset it may be mentioned that Shri Damodar Naik, the Workman at Sr. No. 14 of the reference and the Party II had entered into an amicable settlement and filed consent terms dated 6-08-1991 which are as under:

1. It is agreed between the parties that the firm M/s. Mukta Plastic Industries is permanently closed w.e.f. 1-05-1990.
2. It is agreed between the parties that in view of the closure of the firm, the Workman, Mr. Damodar G. Naik does not press for reinstatement in service.
3. It is agreed between the parties that the firm shall pay a sum of Rs. 6,000/- (Rupees six thousand only) to Mr. Damodar G. Naik towards full and final settlement of all his claims including gratuity, notice pay, retrenchment compensation etc.
4. It is agreed between the parties that the amount agreed shall be paid to the Workman on or before 10-09-1991.
5. It is agreed between the parties that in view of this settlement the workman has no claim of whatsoever nature against the firm.
6. The parties agree that this settlement shall be filed in reference No. IT/34/90 pending before the Industrial Tribunal for award in terms of settlement.

11. The parties have also placed on record a receipt wherein the Workman, Damodar Naik has acknowledged having received Rs. 6,000/- towards full and final settlement of his legal dues as per the settlement. It is therefore evident that the dispute between the Workman at Sr. No. 14 and the Party II has been resolved and the tribunal is required to adjudicate only upon the dispute between the Party I/Workmen at Sr. Nos. 1 to 13 and the Party II.

12. Both parties have adduced oral as well documentary evidence in support of their respective claims but have failed to advance arguments despite opportunities given. I have perused the records and my findings on the aforesaid issues are as under:

13. *Issues No. 1, 2, 3 and 4:* These issues are taken together as they are interrelated. The Party II is a partnership firm engaged in manufacture of spectacle frames and metal combination frames. The partnership deed dated 5-04-1982 at Exb. 8 indicates that Shri Naresh Sarsolkar was a sole proprietor of M/s. Mukta Plastic Industries which was engaged in the

business of manufacturing spectacle frames, metal combination frames and other plastic products. By partnership deed dated 5-04-1982 at Exb. 8, said Naresh Sarsolkar and his brothers, Shri Ratnakar Sarsolkar and Jaiwant Sarsolkar entered into partnership to run the business in the name of a partnership firm M/s. Mukta Plastic Industries. It is not in dispute that the said three brothers/ /partners carried on said business of manufacturing spectacle frames, and metal combination frames in the premises at Bebkegal, Curchorem.

14. The Party II has stated that the said establishment was closed w.e.f 1-05-1990 and that the services of the Party I/Workmen were terminated on the ground of closure. The Party I has challenged the genuineness of the closure. The Party I claims that though the Party II has closed the unit at Bebkegal, it is running the same business at M/s. Damodar Plastics at Kakoda Industrial Estate. The Party I has claimed that the business in both these premises was owned, managed and controlled by the same three partners and that both these units are two departments of one establishment. Whereas the Party II has denied that M/s. Damodar Plastics is the unit or department of M/s. Mukta Plastics Industries. The Party II has claimed that M/s. Damodar Plastics is a proprietorship concern of Shri Ratnakar Sarsolkar and that the Party II firm has absolutely no connection with the same.

15. It may be mentioned that the word 'closure' as defined under Sec. 2 (cc) of Industrial Disputes Act means permanent closing down of place of employment or part thereof. The definition of 'closure' itself makes it clear that closure need not be of the entire establishment, it can also be of a part of the establishment. It is therefore evident that in order to come within the ambit of 'closure' it is not necessary that the entire establishment should be closed. If a unit, department or part of an establishment, which has no functional integrity with other units, is closed, it will amount to closure, and the workers will be entitled to compensation as provided in Sec 25 FFF of the Act, which has to be calculated in accordance with Sec. 25 F of the Act.

16. It may also be mentioned that in the case of Isha Steel Treatment, Bombay v/s Association of Engineering Workers Bombay, reported in 1987 (2) SSC 203, the Apex Court has reiterated the principles laid down in the case of the Workmen of Straw Board Manufacturing Co. Ltd. v/s M/s. Straw Board Manufacturing Co. Ltd. (1974) I Lab LJ 449 wherein it was held that unity,

supervision and control that existed in respect of the two mills and the fact that the conditions of services of the workmen of the two mills were substantially identical were not by themselves sufficient in the eyes of law to hold that there was functional integrity. The Apex Court has further held that even factors such as having common numbers of Provident Fund Account and Employees State Insurance Account and entering into similar settlements containing similar terms between the management and the Workmen of the two units, are not sufficient to hold that the two units were one and the same notwithstanding the fact that the nature of the business carried on in them was the same. The most important aspect in the case relating to closure is whether one unit has such componential relation that the closing of one must lead the closing of the other or the one cannot reasonably exist without the other.

17. Hence, the crucial questions for consideration are whether M/s. Mukta Plastics and M/s. Damodar Plastic are two units/departments of one establishment and whether there is functional integrity between these two units.

18. In support of its claim the Party I has examined the Workman, Miss Lata Naik. This witness has deposed that she was employed with the Party II since the year 1982. She has deposed that the factory shed at Kakoda Industrial Estate is registered in the name of M/s. Mukta Plastic Industries. She has produced the hire purchase agreement at Exb. 9 in respect of the said factory shed. She has deposed that as the business of the Party II expanded, sometime in the year 1986 it shifted part of the machinery from Bebekgal to the factory shed at Kakoda Industrial Estate. She has deposed that milling department was shifted to the new factory at Kakoda. She has deposed that only the process of fitting of the frames was done in the old premises and the previous stages of the manufacturing process were undertaken at the new factory premises. Some of the workers were transferred from old premises at Bebekgal to new premises at Kakoda Industrial Estate and vice versa. She has deposed that Shri Naresh Sarsolkar used to manage the old factory, Shri Jaiwant Sarsolkar managed the new factory and Shri Ratnakar Sarsolkar supervised the supply of finished product. She has deposed that all accounts are maintained in the name of M/s. Mukta Plastics Industries and loans were also obtained in the name of M/s. Mukta Plastics Industries. She has deposed that after termination of services of the Party I/Workmen, the machinery in the old factory

shed has been shifted to the premises at Kakoda Industrial Estate wherein the manufacturing process continues with the help of new staff.

19. The second witness of the Party II Shri Anand Betkiker, who is the General Secretary of the Party I/Union, has also deposed that there is a factory shed at Kakoda Industrial Estate under the name M/s. Mukta Plastics. He has deposed that the said shed belongs to the Party II Partnership Firm. He has deposed that both places are used for manufacturing spectacle frames.

20. Whereas, Shri Jaiwant Sarsolkar, one of the partners of the Party II firm has deposed that the factory shed at Kakoda Industrial Estate belongs to his brother Shri Ratnakar Sarsolkar and that the business in the name M/s. Damodar Plastics is the proprietorship concern of Shri Ratnakar Sarsolkar. He has deposed that M/s. Damodar Plastics is registered under Central Investment Subsidy Scheme and Central Sales Tax (Registration and Turnover) Rules, 1957. He has produced registration Certificates at Exb. 38 and 39 respectively.

21. A perusal of the hire purchase agreement dated 9-4-1986 at Exb. 9 indicates that Goa, Daman and Diu Industrial Development Corporation, in short (GDDIDC) had given shed No. D3/4 at Kakoda Industrial Estate, on hire purchase to M/s. Damodar Plastics, a partnership firm of which Shri Ratnakar Sarsolkar, Shri Jaiwant Sarsolkar and Shri Naresh Sarsolkar were stated to be the partners. The said hire purchase agreement states that M/s. Damodar Plastics was originally in the name of M/s. Mukta Plastic Industries and the change in the name was noted in the document No. IDC/ED/KAK/CN/D-3-4/19230.

22. It may be mentioned here that the deed of partnership dated 5-04-1982 referred to in the hire purchase agreement is the same partnership deed at Exb. 8. The said partnership deed does not indicate that the above referred Sarsolkar brothers were running the same business in the name of M/s. Damodar Plastics. There is no other evidence on record either to indicate that the name of the firm was changed from M/s. Mukta Plastic Industries to M/s. Damodar Plastics or that the three brothers are the partners of M/s. Damodar Plastics. It is also to be noted that though the hire purchase agreement at Exb. 9 was stated to be between the Corporation and the three Sarsolkar brothers, who were stated to be the partners of M/s. Damodar Plastics, the said hire purchase agreement was signed only by Shri Ratnakar Sarsolkar.

23. It is also pertinent to note that by application at Exb. 45, the Party I/Workmen had sought leave to place on record certified copy of the said hire purchase agreement dated 9-04-1986 at Exb. 9 and order dated 28-06-1985. The records indicate that the Party II had given no objection for relying on these documents. A perusal of the said order dated 28-06-1985, which was produced alongwith application at Exb. 45 indicates that the factory shed No. D3/4 was initially allotted to partnership firm M/s. Mukta Plastic Industries on hire purchase bases and that as per the request of M/s. Mukta Plastic Industries; GDDIDC had accorded its permission to transfer the said shed to M/s. Damodar Plastics. The allotment order dated 4-07-1985 that was produced by the Party II in the course of cross examination of the Party I witness, Miss Lata Naik, also indicates that the said shed No. D3/4 at Kakoda Industrial Estate was allotted to M/s. Damodar Plastics.

24. A perusal of the order dated 28-06-1985 and the allotment order dated 4-07-1985 clearly indicate that vide allotment order dated 11-07-1984, shed No. D3/4 at Kakoda Industrial Estate was initially allotted to M/s. Mukta Plastic Industries and that at the request of M/s. Mukta Plastic Industries, the said shed was transferred and allotted to M/s. Damodar Plastics vide allotment order dated 4-07-1985. The hire purchase agreement at Exb. 9 dated 9-04-1986 was executed as the order dated 28-06-1985 stipulated execution of fresh hire purchase agreement. It is also to be noted that the evidence of Lata Naik indicates that the manufacturing process in the factory shed at Kakoda Industrial Estate had commenced only in April, 1986. It is thus evident that the business in the name M/s. Damodar Plastics was started in the factory shed at Kakoda only after the said premises were transferred to M/s. Damodar Plastics and after Shri Ratnakar Sarsolkar had executed the hire purchase agreement at Exb. 9. As stated earlier, though the orders dated 11-07-1984 and 4-07-1985 and the hire purchase agreement (Exb. 9) state that M/s. Damodar Plastics is a Partnership Firm, there is no evidence on record to prove registration of a firm under the name M/s. Damodar Plastics or to prove that the three Sarsolkar brothers are the partners of the same. There is also no evidence to prove that the name of the Partnership Firm M/s. Mukta Plastic Industries was changed to M/s. Damodar Plastics.

25. It is also to be noted that the witnesses, Miss Lata Naik and Mr. Anand Betkiker have stated in their examination in chief that the factory shed

at Kakoda Industrial Estate belongs to the Party II firm and that the three partners/brothers run and control the business of M/s. Damodar Plastics. As held by the Apex Court, the grounds such as unity, control, and supervision of the two units by the same partners is not sufficient to prove the functional integrity of the two units. Be that as it may, in their cross examination these witnesses have stated that they do not know whether M/s. Damodar Plastics is a partnership firm or whether it is a proprietorship concern of Shri Ratnakar Sarsolkar. The letter dated 10-10-1984 at Exb. 38, addressed by Director of Industries and Mines to the proprietor of M/s. Damodar Plastics, Shri Ratnakar Sarsolkar states that the unit is registered under No. DI/GDD/25% Grant/5357 dated 8-10-1984 as a new unit. The certificate of registration at Exb. 39 issued under Central Sales Tax (Registration and Turnover Rules, 1957) certifies that Shri Ratnakar Sarsolkar, proprietor of M/s. Damodar Plastics whose principal place of business is situated at Kakoda Industrial Estate and who is engaged in manufacturing optic frames has been registered as a dealer. The aforesaid documents clearly indicate M/s. Damodar Plastics is a proprietorship concern of Shri Ratnakar Sarsolkar, Shri B. B. Naik, the witness No. 3 of the Party I has also admitted this fact.

26. It is also pertinent to note that the witness, Lata Naik had stated in her examination in chief that the accounts of both units are maintained in the name of M/s. Mukta Plastic Industries and that the loan was obtained in the name of M/s. Mukta Plastic Industries. However in her cross examination, she has stated that she has not seen the records of M/s. Damodar Plastics. She has also stated that she has not seen the accounts either of M/s. Mukta Plastic Industries or of M/s. Damodar Plastics. She has stated that she does not know whether M/s. Mukta Plastic Industries and M/s. Damodar Plastics had maintained separate accounts. She was unable to state on what bases she had stated that the accounts of M/s. Mukta Plastic Industries and M/s. Damodar Plastics are the same. She has stated she has not seen the records and license of M/s. Damodar Plastics. She has stated that she does not know from whom M/s. Damodar had obtained loan. The aforesaid evidence elucidated in the cross examination amply proves that the witness Lata Naik has absolutely no knowledge about the records, accounts, and loan documents of M/s. Mukta Plastic Industries or of M/s. Damodar Plastics. Hence, her statement that the accounts/loan and records of unit at Kakoda Industrial Estate are maintained/

/obtained in the name of M/s. Mukta Plastic Industries is baseless.

27. It is also pertinent to note that the witness, Lata Naik had stated in her examination-in-chief that some machinery and milling department was shifted from old premises at Bebkegal to new factory shed at Kakoda. She has deposed that milling department was shifted to Kakoda Industrial Estate in the year 1986. She has deposed that only the process of fitting of the frames is undertaken in the old premises and that all other previous stages of the manufacturing process are undertaken at the new factory shed at Kadoka. In her cross examination she has stated that she does not know whether in the year 1985, M/s. Damodar Plastics had obtained and got fabricated a milling machine, polishing machine and cutting machine from Kamaksha Engineering Works. She has further stated that she does not know anything about the machinery installed in M/s. Damodar Plastics in year 1985. This evidence casts a doubt on her contention about shifting of the machinery from the old premises at Bebkegal to the factory shed at Kakoda. It is also to be noted that the witness, Shri Anand Betkiker had not visited the factory shed at Kakoda Industrial Estate and he has not deposed anything about the manufacturing process carried out in both these units. The Party I has also not adduced any other evidence to corroborate the evidence of Lata Naik that the initial stages of the manufacturing process were carried out in the unit at Kakoda Industrial Estate and that only the final stage of the manufacturing process is undertaken in the unit at Bebkegal, Curchorem. This being the case, the Party I has failed to prove that the three partner brothers used both these units for undertaking single, integrated continuous manufacturing process of spectacle frames. As against this the evidence of Shri Jaiwant Sarsolkar indicates that the entire manufacturing process of M/s. Mukta Plastic Industries is undertaken at Bebkegal Curchorem. The documents at Exb. 38 & 39 indicate that M/s. Damodar Plastics is registered as (new) unit with separate registration number and it is engaged wholly in the business of manufacturing optic frames. These documents also falsify the case of the Party I that M/s. Mukta Plastic Industries and M/s. Domodar Plastics firm part of one establishment.

28. The witness, Lata Naik had also stated that the workers from old premises were transferred to the new premises. She has stated that she too was transferred to the new premises at Kakoda

Industrial Estate, but she was unable to state the year in which she was transferred or when she worked at Kakoda Industrial Estate. She has stated that she does not know whether her name was entered in the muster roll maintained by the unit. She has stated that she does not know the names of the other workers at Kakoda Industriai Estate. She has stated that she does not know whether the names of the employees of M/s. Damodar Plastics are entered in a muster roll maintained by the said unit. The Party I neither has produced any documentary evidence nor examined any other workers to corroborate the statement of the witness, Lata Naik that the workers of the two units were transferable from one unit to the other.

29. It is also pertinent to note that the witness, Lata Naik has admitted in her cross examination that there has been wage rise of the workers of M/s. Damodar Plastics. She was shown letter addressed by the Deputy Labour Commissioner to the proprietor of M/s. Damodar Plastics. By the said letter, which is on record, the Deputy Labour Commissioner had informed the proprietor of M/s. Damodar Plastics that the settlement dated 27-01-1990 between the management of M/s. Damodar Plastics and its Workmen had been registered under No. 7/90. This witness has stated that she does not know anything about the settlement between the workers of M/s. Damodar Plastics and its management. Nonetheless, the said letter indicates that M/s. Damodar Plastics is a proprietorship concern and that it had entered into a settlement which was only in respect of the employees employed at M/s. Damodar Plastics. It is also to be noted that the witness, Shri Anand Betkiker, the Secretary of the Union has stated that the workers of M/s. Damodar Plastics are not the members of the Union, which is representing the workers of M/s. Mukta Plastic Industries. It is thus evident that the management of both units is not the same, the workers of both units are not the members of the same union, there are no common service conditions, and wage structure/settlement in respect of the workers of both units is also not the same. These facts also falsify the case of the Party I that the units at Bebkegal and Kakoda Industrial Estate are two department of the same establishment.

30. The Party I has failed to prove that the initial stages of manufacturing process were being undertaken in M/s. Damodar Plastics and that only final stage of the manufacturing process was being carried out at M/s. Mukta Plastic Industries. There is absolutely no evidence to prove

interdependency in the functioning of these two units. The Party I has thus failed to prove that there was functional integrity between these two units. This being the case, closure cannot be held to be sham and illegal even if it is assumed that M/s. Damodar Plastics is a unit/department of the Party II firm.

31. The evidence of Lata Naik clearly indicates that after, the closure the workers of M/s. Mukta Plastic Industries had sat outside the factory for about three to four months and that during this time M/s. Damodar Plastics was functioning. The evidence of this witness therefore proves that M/s. Damodar Plastics continued to function notwithstanding the closure of M/s. Mukta Plastic Industries. It is also pertinent to note that there is no cogent evidence to prove that the Party II had transferred the machinery from the unit at Bebkegal to Kakoda Industrial Estate or that the Party II was continuing the manufacturing process in the factory shed at Kakoda with the help of new employees. On the contrary, the evidence of Jaiwant Sarsolkar vis-a-vis the receipt dated 17-11-1991 at Exb. 37 indicates that the Party II had sold the machinery to Taludin Shaikh. This evidence clearly indicates that the Party II had permanently closed the business in the premises at Bebkegal. In the absence of cogent evidence to prove that the Party II had restarted the manufacturing process at Kakoda Industrial Estate with the help of new hands the closure cannot be said to be only a ruse or pretence.

32. The Party I has also alleged that the Party II resorted to closure by way of victimization for raising certain disputes through the Union. The Party I had claimed that the Party II had issued notice of closure only with an intention of harrassing and intimidating the workers in resigning from the Union. Whereas the Party II has claimed that, the customers returned the spectacle frames, being of poor quality. The Party II has alleged that despite requests, the Party I/Workmen did not improve the quality of goods and as such it was left with no other alternative but to close down the unit.

33. On the issue of victimization, Lata Naik has deposed that the workers of the Party II had joined the Union in the year 1989 and since then the Party II had started harassing the workers in all possible ways. This witness has not specified the manner in which the Party II had started harassing the workers for joining the Union. The witness, Shri Anand Betkiker has also deposed that the workers of the Party II firm had joined the Party I/

/Union and that the Union had raised certain issues before the Deputy Labour Commissioner. The Party I has also examined, Shri B. B. Naik, the then Deputy Labour Commissioner, whose evidence indicates that the Union had raised certain issues and that he had held meetings with the Union and the partner of the Party II to resolve the issues such as issuing of appointment letters, maintaining leave records etc. The issues raised by the Union before the Deputy Labour Commissioner had not cropped up after the workers had joined the Union but are the issues which were faced by the workers even before joining the Union. Hence, no inference of victimization can be drawn on the bases of the said evidence. There is no other evidence to prove that the Party II had started harassing the workers for joining the Union. This being the case, the Party I has failed to prove the acts or victimization.

34. It may be mentioned that, Shri Jaiwant Sarsolkar has denied that the Party II had resorted to closure with an intention of harassing and victimizing the workers for their Union activities. The evidence on record, more particularly the letters dated 8-3-1990 in the file at Exb. 29 indicates that pursuant to the dispute raised by the Union before the Deputy Labour Commissioner, the Party II had issued appointment letters and offered wages to the Workmen but the Workmen had refused to accept the same. Shri Jaiwant Sarsolkar has deposed that the Party II was compelled to close down the business as the goods were being rejected for poor quality and the Party I/Workmen were unable to improve the quality of goods. In support of this contention, he has produced letters dated 10-01-1990 and 10-03-1990 at Exb. 34 & 35 and telegram at Exb. 36. The aforesaid evidence falsifies the claim of victimization.

35. At this stage, it is also relevant to refer to the judgment of the Apex Court in the case of *Indian Hume Pipe Company Ltd. v/s Ir Workmen AIR 1968 SC 1002* wherein the Apex Court has held as under:

"In our opinion, it was not open to the tribunal to go into the question as to the motive of the appellant in closing down its factory at Barakar and to enquire whether it was bonafide, or malafide with some oblique purpose, namely to punish the Workmen for the union activities in fighting the appellant. It has been laid down by this court in a series of decisions that it is not for industrial tribunals to enquire into the motive to

find out whether the closure is justified or not. As far back as 1957, it was observed by this court in *Pipraich Sugar Mills Ltd. V. P. S. M. Mazdoor Union* (1) that: where the business has been closed and it is either admitted or found that the closure is real and bonafide any dispute arising with reference thereto would, as held in *K. M. Padmanabha Ayyar v. State of Madras* (2), fall outside the purview of the Industrial Disputes Act. And that will a fortiori be so, if a dispute arises if one such can be conceived after the closure of the business between the quondam employer and employees. The use of the expression 'bonafide' in the above quotation does not refer to the motive behind the closure but to the fact of the closure. The question about the bonafides of the closure had to be examined in the case of *Tea Districts Labour Association, Calcutta v. Ex-employees of Tea Districts Labour Association* and another (3). There two agencies of the appellant at Koraput and Berhampur were closed by the appellant and that was the finding of the tribunal. This court held that once it was established that the agencies had in fact been closed the finding about the malafides of the closure would not justify the conclusion that the said two agencies should be deemed to continue and allow the tribunal to make an award on that basis.

In *Hatisingh Manufacturing Co. Ltd v. Union of India* (4) it was observed that: Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. If the true basis of the impugned provisions is the achievement of social justice, it is immaterial to consider the motives of the employer or to decide whether the closure is bonafide or otherwise. Reference may also be made to *lockout*, but the said action has adopted the disguise, of a closure, and a dispute is raised in respect of such an action, it would be an industrial dispute which industrial adjudication is competent to X X deal with. The question of the motive of the employer in closing an establishment had to be examined by this court again in *Andhra Prabha v. Madras Union of Journalists*(1). It was pointed out there that there might be more than one motive working in the mind of the employer leading him to close his establishment and it was not for the industrial tribunal to examine that question meticulously and decide on the bonafides of the motive.

Express Newspapers (P) Ltd v. The Workers(5). In this case the main question was whether there was a closure or a lockout and it was observed by this court (at p. 573): If the action taken by the appellant is not a lockout but is a closure, bonafide and genuine. the dispute which the respondents may raise in respect of such a closure is not an industrial dispute at all. On the, other hand, if, in fact and in substance it is a in view of these decisions. our conclusion is that once the tribunal finds that an employer has closed its factory as a matter of fact it is not concerned to go into the question as to the motive, which guided him and to come to a conclusion that because of the previous history of the dispute between the employer and the employees the closure was not justified. Such a closure cannot give rise to an industrial dispute.

These principles are reiterated in the case of *Tatanagar Foundry Co. Ltd. v/s their Workmen* reported in AIR 1970 SC 1960.

36. Reverting to the facts of the present case the unit at Bebkegal is closed. The Workmen were entitled only for closure notice and compensation in accordance with Sec. 25 FFF of the Act. The evidence adduced by the Party II indicates that it had issued closure notices to its Workmen at Sr. Nos. 1, 3, 8, 9, 10, 11, 12 & 13 and its sister concern, M/s. Raghoba Buffing and Polishing had issued notices to the remaining workmen. The Party II and its sister concern had offered compensation to these Workmen. Even though the payment of compensation is not a condition precedent to closure, the Party II had discharged its obligation under the Act but the Workmen had refused to accept the notices as well as the compensation. As stated earlier, there is no evidence to prove that the Party II unit is functioning and continuing the manufacturing process under a different garb. Hence, the closure is not a mere pretence or sham but is real, genuine and a closure in fact. Hence the termination of the Party I/Workmen is not illegal. Issue Nos. 1 and 3 are answered in negative.

37. The Party II had alleged that the dispute relating to justifiability, bonafides and reasonableness of the closure is not open to judicial scrutiny. It may be mentioned that the disputes relating to retrenchment of Workmen and closure of establishment have been included in the Third Schedule of the Act in item No. 10 and can be referred to the Tribunal for adjudication. In the instant case, the dispute was not relating to justifiability, bonafides or reasonableness of the

closure but is relating to the nature of the closure. The Party I had disputed the genuineness of the closure and by the present reference the tribunal was required to adjudicate whether the termination of services of the Party I/Workmen, which had resulted from the alleged closure, was legal and justified. The dispute raised and referred is an industrial dispute and the tribunal was competent to adjudicate upon the same. Hence, the reference itself cannot be said to be not maintainable. It is however to be noted that once the closure is held to be genuine, the jurisdiction of the tribunal comes to an end and it cannot question the justifiability, motive or the intention of the employer in closing down the establishment. In the instant case, the closure is held to be genuine and real and as such of the termination of the Party I/Workmen cannot be held to be illegal or unjustified. Issue No. 2 is answered accordingly.

38. Under the circumstances and in view of discussion supra, I pass the following order:

ORDER

The dispute between the Workman at Sr. No 14 and the Party II is resolved as per the consent terms dated 6-09-1991.

It is hereby held that the services of the Party I/Workmen at Sr. Nos. 1 to 13 were terminated on account of the closure. The termination of the Workmen involved in the reference is not illegal or unjustified. The Workmen at Sr. Nos. 1 to 13 of the reference are not entitled for any relief.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal
-cum-Labour Court.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. LS/1077/93-LD(Estt.)/Part/48

Read : Government Order No. LS/1077/93-LD(Estt.), dated 20-06-2003.

Government of Goa is pleased to accept the resignation w.e.f. 15-12-2009 tendered by Shri S. R. Rivonkar as Government Advocate before the High Court of Judicature at Bombay, Panaji Bench Goa.

Shri S. R. Rivonkar, shall return to the Office of Ld. Advocate General, Panaji all the briefs pending with him, if any, under intimation to this Department.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).

Porvorim, 11th January, 2010.

Department of Personnel

Order

No. 15/7/2002-PER

Shri Gurudas Shiwa Tubki Desai, Joint Mamlatdar-I, Bicholim, shall hold the charge of the post of Joint Mamlatdar-II, Bicholim, in addition to his own duties with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 7th January, 2010.

Order

No. 6/9/2009-PER(Part II)

Shri Nikhil U. Dessai, Managing Director, Goa Handicrafts, Rural and Small Scale Industries Development Corporation, shall hold charge of the post of Director of Tourism, in addition to his own duties with immediate effect, during the official foreign tour of Shri Swapnil M. Naik, Director of Tourism, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 14th January, 2010.

Department of Planning

Directorate of Planning, Statistics and Evaluation

Notification

No. DPSE/IV/CENSUS-2011/2009/01

In exercise of the powers conferred by sub-section (2) of Section 4 of the Census Act, 1948

(Central Act 37 of 1948) (hereinafter called the said Act), the Government of Goa hereby appoints the officers mentioned in column (2) of the Schedule annexed hereto as Census Officers with such designation and jurisdictions as specified in the corresponding entry in columns (3) and (4) respectively, for the purpose of said sub-section (2) of Section 4, for the conduct of 2011 Census, with immediate effect.

SCHEDULE

Sl. No.	Designation of Officer	Name of appointment	Jurisdiction
1	2	3	4
1.	Collector, North Goa District	Principal Census Officer	North Goa District.
2.	Collector, South Goa District	Principal Census Officer	South Goa District.
3.	Deputy Collector, Panaji Sub-Division	Sub-Divisional Census Officer and Town Census Officer	Panaji Sub-Division, Panaji Urban Agglomeration area.
4.	Deputy Collector, Margao Sub-Division	Sub-Divisional Census Officer and Town Census Officer	Margao Sub-Division, Margao Urban Agglomeration area.
5.	Deputy Collector, Mormugao Sub-Division	Sub-Divisional Census Officer and Town Census Officer	Mormugao Sub-Division, Mormugao Urban Agglomeration area.
6.	Mamlatdar, Tiswadi Taluka	Charge Census Officer	Tiswadi Taluka excluding Panaji Urban Agglomeration area.
7.	Mamlatdar, Salcete Taluka	Charge Census Officer	Salcete Taluka excluding Margao Urban Agglomeration area.
8.	Mamlatdar, Mormugao Taluka	Charge Census Officer	Mormugao Taluka excluding Mormugao Urban Agglomeration area.

1	2	3	4
9.	Mamlatdar, Bardez, Pernem, Bicholim, Satari, Ponda, Sanguem, Quepem & Canacona Taluka	Charge Census Officer	Respective Talukas.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director.

Panaji, 17th December, 2009.

Notification

No. DPSE/IV/CENSUS-2011/2009/02

In exercise of the powers conferred by sub-section (4) of Section 4 of the Census Act, 1948 (Central Act 37 of 1948) (hereinafter called the said Act), the Government of Goa hereby delegates to all the Principal Census Officers appointed under the Government Notification No. DPSE/IV/CENSUS-2011/2009/01 dated 17-12-2009, the power of appointing Officers specified in column (2) of the Schedule hereto as Census Officers with such designation and jurisdiction as specified in the corresponding columns (3) and (4) respectively of the said Schedule, for the conduct of 2011 Census.

SCHEDULE

Sl. No.	Designation of Officer	Name of appointment	Jurisdiction
1	2	3	4
1.	Additional Collector, North Goa District	District Census Officer	North Goa District.
2.	Additional Collector, South Goa District	District Census Officer	South Goa District.
3.	Deputy Collector, Mapusa, Bicholim, Ponda & Quepem Sub-Divisions	Sub-Divisional Census Officer	Respective Sub-Divisions.
4.	Joint Mamlatdar, Bardez & Ponda Talukas	Additional Charge Census Officer	Respective Talukas.
5.	Joint Mamlatdar, Salcete Taluka	Additional Charge Census Officer	Salcete Taluka excluding Margao Urban Agglomeration area.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director.

Panaji, 17th December, 2009.

Notification

No. DPSE/IV/CENSUS-2011/2009/03

In exercise of the powers conferred by sub-section (3) of Section 4 of the Census Act, 1948 (Central Act 37 of 1948) (hereinafter called the said Act), the Government of Goa hereby authorizes the Census Officers appointed in exercise of the powers conferred by sub-section (2) of Section 4 of the said Act to sign the declaration in writing for the purpose of said sub-section (3) of Section 4 of the said Act.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director.

Panaji, 17th December, 2009.

◆◆◆

Department of Public Health

Order

No. 47/4/2006-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(2)/2006/318 dated 04-11-2009, Government is pleased to declare satisfactory completion of probation period as well as confirmation of the following Medical Officers under Directorate of Health Services with immediate effect.

Sr. No.	Names of the Medical Officer	Date of appointment	Date of completion of probation period
1.	Dr. Shubhata R. Signapurkar	25-10-2001	24-10-2003.
2.	Dr. Sunita S. Perni	25-10-2001	24-10-2003.
3.	Dr. Talash Kun-daikar/Velip	06-05-2002	05-05-2004.
4.	Dr. Amay Aiya	07-01-2005	06-01-2007.
5.	Dr. Prajakt S. Kamulkar	04-12-2003	03-12-2005.
6.	Dr. Kedar Raikar	01-12-2003	30-11-2005.
7.	Dr. Diksha V. Moya	10-03-2004	09-03-2006.
8.	Dr. Tulsimamta A. Kakodkar	16-11-1996	15-11-1998.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 6th January, 2010.

Order

No. 48/34/2008-I/PHD

Read: Government Order No. 48/34/2008-I/PHD dated 22-10-2008.

Sanction of the Government is hereby conveyed to extend the deputation of Dr. Sarmento A. Gomes, Medical Officer under the Directorate of Health Services in Central Jail, Aguada for a further period of one year from 01-12-2009 to 30-11-2010.

The deputation of Dr. Gomes shall be governed by the standard terms of deputation as contained in OM No. 13/4/74-PER dated 12-02-1999 and as amended from time to time.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 7th January, 2010.

Certificate

No. 45/32/2009-I/PHD

Read: 1) Memorandum No. 45/3/2004-I/PHD dated 16-9-2009.

2) Government Order No. 45/3/2004-I/PHD dated 12-10-2009.

Certified that the character and antecedents of Dr. Mahendra Ghanekar alias Fondu Mohan Kamat, Senior Gynaecologist (Group 'A' Gazetted) under Directorate of Health Services has been verified by the District Magistrate, North Goa and nothing adverse has come to the notice of the Government. He has also been declared as medically fit by the Medical Board, Goa Medical College.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 13th January, 2010.

Certificate

No. 45/28/2009-I/PHD

Read: 1) Memorandum No. 45/2/2006-I/PHD dated 11-9-2009.

2) Government Order No. 45/2/2006-I/PHD dated 29-09-2009.

Certified that the character and antecedents of Dr. Dwen Joseph Victor Dias, Senior Pathologist (Group 'A' Gazetted) under Directorate of Health Services has been verified by the District Magistrate, North Goa and nothing adverse has

come to the notice of the Government. He has also been declared as medically fit by the Medical Board, Goa Medical College.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 13th January, 2010.

Corrigendum

No. 44/2/2007-I/PHD

Read: Order No. 45/6/2009-I/PHD dated 23-12-2009.

In the Government Order dated 23-12-2009 cited above, the para 2 of the said order stands deleted.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 13th January, 2010.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 34/2/2010/PCE-PWD-ADM(II)/12

Government is pleased to order the transfer of Shri D. S. Gaonkar, Executive Engineer, Division XIX, Bambolim and post him as Executive Engineer, Division XXIV, Ponda in the existing vacancy, with immediate effect in public interest, thereby relieving Shri G. M. Naik Parrikar, Surveyor of Works of JICA Project of additional charge of the post of Executive Engineer, Division XXIV, Ponda.

Shri D. S. Gaonkar, Executive Engineer, Division XXIV, Ponda shall hold additional charge of the post of Executive Engineer, Division XIX, Bambolim in addition to his own duties, until further orders.

Shri G. M. Naik Parrikar, Surveyor of Works of JICA Projects shall draw his pay and allowances against the vacant post of Executive Engineer, Division XIX, Bambolim, until further orders.

By order and in the name of the Governor of Goa.

A. M. Wachasundar, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 12th January, 2010.

Department of Revenue

Notification

No. 23/48/2008-RD

Whereas by Government Notification No. 23/48/2008-RD dated 02-12-2008 published on pages 942-944 of Series II No. 37 of the Official Gazette, dated 11-12-2008 and in two newspapers (1) "Navhind Times" dated 05-12-2008 and (2) "Goa Doot" dated 05-12-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for the public purpose viz. Land Acquisition for widening & improvement with hotmix carpet to the road from Banastim to Candola in Priol Constituency (Addl. area).

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Adcolna

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
97 part	O:1. Radhabai Vassudev Lavando.	170

1	2	3	1	2	3
3/1 part	O: 1. Jairam Govinda Kholkar.	114	11.	Yvette Mascarenhas.	
3/2 part	O: 1. Kavita Keshavnath Naik.	68	12.	Maria Bernadeta Auria Afonso.	
<i>Taluka:</i> Ponda		<i>Village:</i> Tivrem	13.	Sidharth Ramanand Palang.	
44/2 part	O: 1. Umesh Achut Naik.	347	14.	Mukund Parab Colvalkar.	
26/2 part	O: 1. Tulshidas Naguesh Naik.	17	15.	Eufrazia Dulcia Gomes.	
	2. Rohidas Naguesh Naik.		16.	Sylvia Simoes.	
	3. Vasanti Kalidas Naik.		17.	Edwige Cyril Silveira.	
52 part	O: 1. Kamlax Anant S. Ghedekar.	70	18.	Somnath Babuso Borkar.	
	2. Hari Upendra Sawant.		19.	Dr. Vithoba Vishnu Panvelkar.	
	3. Jocky Saldhana.		20.	Arundhati Vithoba Panvelkar.	
62/17 part	O: 1. Shri Devi Shantadurga	8	21.	Kumudini Usne Porob Colvalkar.	
	Devasthan Tivrem.		22.	Purushottam M. Porob Colvalkar.	
46/3 part	O: 1. Suresh Ramkrishna Volvokar.	81	23.	Vijaykumar Sinai Hede.	
35 part	O: 1. Vishnudas Bala Kholkar.	53	24.	Usno M. Porob Colvalkar.	
33/1 part	O: 1. Vishnudas Bhalchandra	110	25.	Amita Vijaykumar Hede.	
	Kholkar.		26.	Vinayak Prabhakar Kamat	
34/2 part	O: 1. Shantaram Vinayak Bhat	83		Satoskar.	
	Sharjotishi.		27.	Smita Vinayak Kamat	
	T: 1. Radyo Ram Jalmi.			Satoskar.	
	2. Shiva Narayan Gawade.		28.	Kranti P. Porob Colvalkar.	
34/1 part	O: 1. Anand Shambha Kholkar.	156	29.	Damiao Policarpo Moniz.	
30/1 part	O: 1. Comunidade.	79	30.	Surendra Singh.	
28 part	O: 1. Anand Shambha Kholkar.	50	31.	Sheela Singh.	
	2. Namdev Vishnu Naik.		32.	Anant Chandru Pansekar.	
	3. Nirmala Prabhakar Sawant.		33.	Grenville Elvis Afonso.	
	4. Dina Datta Naik.		59/4 part	O: 1. Saguna Amonkar.	27
	5. Nalni Namdeva Naik.		59/2 part	O: 1. Bhaskar Ramchandra Prabhu	108
	6. Popat Datta Naik.			Sinari.	
	7. Harichandra Datta Naik.			2. Shree Sausthan Bhagwati	
	8. Baburai Datta Naik.			Chimulkarin of Marcel.	
36/2 part	O: 1. Anand Shambha Kholkar.	470	61/4 part	O: 1. Shri Shantadurga	120
39/1 part	O: 1. Anand Shambha Kholkar.	810		Kumbharjuvekarin.	
	2. Gopal Govind Fadte Gaunkar.		56/4 part	O: 1. Shri Devi Shantadurga	334
	3. Rohidas Hari Fadte Gaunkar.			Kumbharjuvekarin.	
	4. Nurjahanbi Imam.		56/1 part	O: 1. Shri Devki Krishna Laxmi	125
	5. Hussein Mohamad Gauz.			Rawalnath.	
	6. Hanifabi Yusuf Khan.		54/1 part	O: 1. Shri Devki Krishna Devalaya	220
	7. Ratnakar Vithal Tari.		<i>Taluka:</i> Ponda		<i>Village:</i> Candola
<i>Taluka:</i> Ponda		<i>Village:</i> Orgao	114/1-A part	O: 1. Domingos Elvis Dias.	8
56/3 part	O: 1. Vasanti Balcrishna Prabhu	24	126/2 part	O: 1. Shri Devi Shanta Durga	95
	Colvalkar.			Devasthan Committee.	
	2. Milan Balcrishna Prabhu			2. Shri Durga Devi Candola.	
	Colvalkar.		<i>Boundaries :</i>		
	3. Gangabai alias Sunita		North :	S. No. 97.	
	Balcrishna Prabhu Colvalkar.		South :	S. No. 82.	
	4. Laxmibai Krishna P. Budbude.		East :	Road.	
	5. Vianey Agnelo Fernandes.		West :	S. No. 97.	
	6. Ana Maria Vaz.		North :	Village Tivrem, S. No. 3/1.	
	7. Umedha Atul Khandolkar.		South :	S. No. 3/1, 2.	
	8. Rakhi Anand Khandolkar.		East :	Road.	
	9. Chitralekha Prabhakar Rahane.		West :	S. No. 3/1, 2.	
	10. Sai Vinav Deshpande.				

1	2	3
	North : S. No. 44/2, Road.	
	South : S. No. 26/2.	
	East : S. No. 45/4, S. No. 26/2.	
	West : S. No. 44/2, S. No. 27.	
	North : S. No. 52.	
	South : S. No. 54/1.	
	East : S. No. 52.	
	West : S. No. 52.	
	North : S. No. 62/2.	
	South : S. No. 62/2.	
	East : S. No. 62/17.	
	West : S. No. 62/17.	
	North : S. No. 46/3-B.	
	South : S. No. 46/3.	
	East : S. No. 46/3.	
	West : S. No. 46/3.	
	North : S. No. 41/4, 27.	
	South : Village Adcolna.	
	East : S. No. 33/1, 34/1, 2, 30/1, 28.	
	West : S. No. 35, 37, 39/1.	
	North : Road.	
	South : S. No. 56/3.	
	East : Village Candola, S. No. 56/3, S. No. 46/3.	
	West : Road.	
	North : S. No. 59/1.	
	South : S. No. 59/5.	
	East : S. No. 59/2, 4.	
	West : S. No. 59/2, 4.	
	North : Road.	
	South : S. No. 61/4, Road.	
	East : S. No. 56/1, 2, 4, 61/4.	
	West : Road S. No. 54/1.	
	North : S. No. 126/1, Road.	
	South : S. No. 113/1, 126/2.	
	East : S. No. 114/1-A, 127/1, 126/2.	
	West : Road.	
		Total: 3747

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 6th January, 2009.

Notification

No. 23/45/2009-RD

Whereas it appears to the Government of Goa
(hereinafter referred to as "the Government") that

the land, specified in the Schedule hereto
(hereinafter referred to as the "said land") is likely
to be needed for the public purpose viz. Land
Acquisition for Sewerage Scheme at Taleigao &
Durgawadi Village of Tiswadi.

Now, therefore, the Government hereby notifies
under sub-section (1) of Section 4 of the Land
Acquisition Act, 1894 (Central Act 1 of 1894)
(hereinafter referred to as "the said Act") that said
land is likely to be needed for the purpose specified
above.

2. All persons interested in the said land are
hereby warned not to obstruct or interfere with
any surveyor or other persons employed upon the
said land for the purpose of the said acquisition.
Any contract for the disposal of the said land
by sale, lease, mortgage, assignment, exchange
or otherwise or any outlay commenced or
improvements made thereon without the sanction
of the Collector appointed under paragraph 4
below, after the date of the publication of this
notification, will under clause (seventh) of Section
24 of the said Act be disregarded by him while
assessing compensation for such parts of the said
land as may be finally acquired.

3. If the Government is satisfied that the said
land is needed for the aforesaid purpose, a
declaration to that effect under Section 6 of the
said Act will be published in the Official Gazette
and in two daily newspapers and public notice
thereof shall be given in due course. If the
acquisition is abandoned wholly or in part the fact
will also be notified in the same manner.

4. The Government further appoints under
clause (c) of Section 3 of the said Act, the Dy.
Collector (LA), North Goa District, Panaji-Goa to
perform the functions of a Collector, North Goa
District, Panaji-Goa under the said Act in respect
of the said land.

5. The Government also authorizes under
sub-section (2) of Section 4 of the said Act, the
following Officers to do the acts, specified therein
in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Dy. Collector (LA), North Goa District,
Panaji-Goa.
3. The Executive Engineer, WD III (PHE), PWD,
St. Inez, Panaji-Goa.
4. The Director of Settlement and Land Records,
Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (LA), North Goa District, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi		Village: Taleigao
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
119/1-A part	O: 1. Especiosa Estrlita Dias. O: 2. Rosario F. Ferrao.	725.00
119/2 part	O: 1. Francisco Abreu. T: 2. Deoguinho Estrocio. T: 3. Narir Estrocio. T: 4. Emelia Estrocio. T: 5. Sabina Estrocio.	450.00
119/3 part	O: 1. Lobo. T: 2. Camilo Fernandes.	160.00
119/4 part	O: 1. Lucia D'Souza.	80.00
119/5 part	O: 1. Lobo.	20.00
119/6 part	O: 1. Raul Gonsalo Afonso.	25.00
119/7 part	O: 1. Lucia D'Souza. T: 2. Leonara Dias.	130.00
118/7 part	O: 1. Manohar Shirodkar.	45.00
118/8 part	O: 1. Raul Gonsalo Afonso.	40.00
118/9 part	O: 1. Lourdis Chapel of St. Inez. O: 2. Manohar Shirodkar. O: 3. Raul Gonsalo Afonso. O: 4. Lucia D'Souza. O: 5. Lobo. O: 6. Francisco Abreu. O: 7. Peter.	35.00
120/1 part	O: 1. Antonio Afonso. O: 2. Pedro Mouro Afonso. T: 3. Uttam Essu Kerkar.	1100.00
120/2 part	O: 1. Antonio Afonso. O: 2. Pedro Mouro Afonso.	25.00
58/4 part	O: 1. Government of Goa. Through the Executive Engineer Works Div. III (P.H.E.) P.W.D., Panaji. O: 2. Tukaram Shankar Gaonkar.	430.00
58/6	O: 1. Comunidade of Taleigao. 2. Government of Goa. Through the Executive Engineer Works Div. III (P.H.E.) P.W.D., Panaji. T: 3. Krishna Vaman Saperkar.	425.00
Total:		3690.00

1	2	3
Durgawadi		
7/5 part	O: 1. Comunidade of Taleigao. T: 2. Sonu Govind Palienkar.	800.00

(Taleigao)

Boundaries :

North: Nalla, S. No. 118/7, 8, 120/1.

South: S. No. 119/3, 7, 120/1.

East : S. No. 121/2.

West : S. No. 119/1-A, 2.

North: Nalla, S. No. 58/1.

South: S. No. 58/8.

East : S. No. 57/3.

West : S. No. 58/4, 6.

(Durgawadi)

North: S. No. 7/3.

South: S. No. 7/5.

East : S. No. 1.

West : S. No. 7/5.

Grand Total: 4490.00

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 11th January, 2010.

Notification

No. 22/20/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of road at Kantarwada.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by

sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector & SDO, Bicholim, Goa, to perform the functions of a Collector, North Goa District, Panaji, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Dy. Collector & SDO, Bicholim, Goa.
3. The Chief Officer, Bicholim Municipal Council, Bicholim-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector & SDO, Bicholim, Goa, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bicholim		Village: Bicholim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
70/3 part O:	Marcus Fernandes. Thomas Fernandes. Sebastiao Fernandes. Conecicao S. Fernandes E. Gomes.	430

1	2	3
	Sylvia M. De O Gomes.	
	Ligia M. De O Gomes.	
	Joao Nazareth Godinho.	
	Yvonhe F. De O Gomes.	
	Lucio Orneles Gomes.	
	Mitzy R. Gomes.	
	Chandrakant Barkelo Naik.	
	Sharadchandra Madhu Sawant.	
	Vasant Sawalaram Yende.	
	Yeshwant Pandurang Pednekar.	
	Vijay Ganpat Mandrekar.	
	Josefina Conceicao Fernandes.	

Boundaries :

North : S. No. 70/3.

South : S. No. 70/3.

East : S. No. 70/2.

West : S. No. 74/1.

Total: 430

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 12th January, 2010.

Corrigendum

No. 23/1/2008-RD

Read: Government Notification No. 23/1/2008-RD dated 13-10-2009 published in the Official Gazette, Series II No. 30 page 806 dated 22-10-2009 in two local newspapers (1) "Herald" (2) "Tarun Bharat" both dated 16-10-2009 regarding Land Acquisition of road at Shree Suryanarayan Temple in V. P. Borim in Shiroda Constituency.

In the schedule appended to the Notification referred to above, the Survey No. 342(P) of Village Borim may be read as 342/3(P).

The rest of the contents remain unchanged.

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 11th January, 2010.

Department of Science, Technology & Environment

Order

No. 7/4/98/STE/DIR/Part I/1547

In pursuance of the sub-rule (3) of Rule 5 of the Noise Pollution (Regulation & Control) Rules, 2000, the Government of Goa is pleased to direct the "authority" specified in the Government Notification No. 7/4/98/STE/DIR/Part I/922 dated 04-12-2007, published in the Official Gazette, Series II No. 37 dated 13-12-2007 and Notification No. 7/4/98/STE/DIR/Part I/1545 dated 15-01-2010 to permit the use of loudspeakers or public address system during night hours (between 10.00 p.m. to 12.00 midnight) during the year 2010, on the days specified in the Schedule hereto, throughout the State of Goa.

"Terms and conditions for issue of permission.

1. The permission shall be granted only on a case-to-case basis, in response to a specific application made by the concerned Village Panchayat, Municipal Corporation/Municipal Council or an individual.
2. The provisions of the Noise Pollution (Regulation and Control) Rules, 2000 shall be strictly complied with.
3. The 'authority' concerned shall monitor the noise levels during the permitted festive occasion and take prompt remedial action in the event of any violation of the same and of above conditions."

SCHEDULE

Sr. No.	Cultural/Religious Festive occasion	Date
1	2	3
1. Carnival		14th February, 2010.
2. Holi		27th February, 2010.
3. Easter Eve		3rd April, 2010.
4. Ganesh Chaturthi (2nd day of idol immersion)		12th September, 2010.
5. Ganesh Chaturthi (5th day of idol immersion)		15th September, 2010.
6. Ganesh Chaturthi (11th day of idol immersion)		21st September, 2010.
7. Navaratri (9th day of Navaratri)		16th October, 2010.
8. Kojagiri Poornima		22nd October, 2010.
9. Diwali Eve		4th November, 2010.
10. Tripurari/Kartiki Pornima		21st November, 2010.
11. Eve of 50th Goa Liberation Day		18th December, 2010.
12. 50th Goa Liberation Day		19th December, 2010.

1	2	3
13. Christmas Eve		24th December, 2010.
14. Christmas		25th December, 2010.
15. New Year's Eve		31st December, 2010.

By order and in the name of the Governor of Goa.

Michael M. D'Souza, Director/ex officio Jt. Secretay (STE).

Saligao, 18th January, 2010.

Department of Transport Directorate of Transport

Notification

No. D. Tpt/EST/1493/2010(PIV)/03

The Government is pleased to extend the time limit for submission of the report of the Committee constituted vide Notification No. D.Tpt/EST/1493/2009/(PIV)/2065 dated 18-08-2009, for further period upto 31-01-2010.

By order and in the name of the Governor of Goa.

Narendra Kumar Comm. & Secretary (Transport).

Panaji, 1st January, 2010.

Notification

No. 5/9/90-TPT/2010/146

In exercise of the powers conferred by clause (iii) of Rule 22 of Goa, Daman and Diu, Motor Vehicles Tax Rules, 1974, and under Section 23 of the Goa, Daman and Diu, Motor Vehicles (Taxation on Passengers and Goods) Act, 1974, the Government of Goa hereby exempts Mini Buses allotted under the Scheme namely "Indira Bal Rath Yojana" by the Government to the Government aided Schools to transport students from and to the respective Government aided Schools from payment of Motor Vehicles Tax and Passengers Taxes due to this State.

By order and in the name of the Governor of Goa.

Arvind D. Loliyekar, Director of Transport and ex officio Joint Secretary (Tpt.).

Panaji, 14th January, 2010.

Department of Water Resources

Office of the Chief Engineer

—
Order

No. 74-1-82/CE-WR/Adm.II/968

Read: This Office Order No. 25-7-95/CE-WR/
CE--WR/Adm.II/655 dated 21-10-2009.

Government is pleased to transfer/repatriate the following A.S.W./Assistant Engineer of this Department and post in the offices shown against their names in public interest.

Sr. No.	Name & designation	Present place of working	Post on transfer/ /deputation
1	2	3	4
1.	Shri R. Kalaivanan, Asstt. Surveyor of Works	Works Div. XIII, W.R.D., Gogal-Margao	G.T.I.D.C., Panaji in vacancy created.
2.	Shri P. K. Dessai, Assistant Engineer	Sub-Div. IV, Works Div. VI, G.T.I.D.C., Bicholim	Sub-Div. I, Works Div. III, W.R.D., Bicholim in the existing vacancy by curtailing his deputation period in G.T.I.D.C.

The deputation of Shri P. K. Dessai, Assistant Engineer in Goa Tillari Irrigation Development

Corporation is curtailed from the date of his relief from the respective office of G.T.I.D.C.

The deputation of Shri R. Kalaivanan, Assistant Engineer in Goa Tillari Irrigation Development is upto 31-05-2001 and shall be governed as per the standard terms and conditions stipulated in the Office Memorandum No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time. The order of posting of Shri R. Kalaivanan may be issued by Managing Director, G.T.I.D.C.

No deputation allowances shall be admissible to Shri R. Kalaivanan, Assistant Engineer, in view of sub-section (5) of Section 16 of the Goa Tillari Irrigation Development Corporation Act, 1999.

The Goa Tillari Irrigation Development Corporation shall be liable to pay the salary and other allowances to Shri R. Kalaivanan, Assistant Engineer from their funds as per the sub-section (6) of Section 16 of the aforesaid Act.

The Goa Tillari Irrigation Development Corporation shall also be liable to pay to the Government Leave Salary and pension contribution of the above Officer at the prescribed rate.

Transferee at Sr. No. 1 should move first.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (WR) and ex officio Addl. Secretary.

Panaji, 8th January, 2010.

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